

BOUNDARY LINE AGREEMENT AND RELEASE DEED

This agreement is made between the **Town of Appleton**, a body corporate and politic, with a mailing address of 2915 Sennebec Road, Appleton, Maine 04862 and **Viking, Inc.**, a Maine business corporation, with a mailing address of P.O. Box B, Belfast, Maine 04915

1. **Recitals.** The parties to this agreement are owners of adjoining real property located in the Town of Appleton, Knox County, Maine. The Town of Appleton is the owner of certain real property located on Sennebec Road, Appleton, Maine ("Town of Appleton Property"). Viking, Inc. is the owner of certain adjoining property described in a deed from Vincent Ferraiolo and Filomena Ferraiolo date July 2, 2013 and recorded in the Knox County Registry of Deeds at Book 4694, Page 110 ("Viking, Inc. Property").

A survey plan entitled "Boundary Survey of the property of Viking, Inc. dated December 22, 2014 was prepared by Good Deeds Land Surveying (Job No. 14179), a copy of which is recorded herewith in the Knox County Registry of Deeds ("Survey Plan").

2. **Description of Common Boundary.** The common boundary line between the Town of Appleton Property and the Viking, Inc. Property, as shown on the Survey Plan, is described as follows:

Beginning at a 3/4" capped steel rod set at the stone wall corner at the apparent southeast corner of Pine Grove Cemetery, so called and the southwest corner of the land described in a deed to Viking Inc. in Book 4694 Page 110 at the Knox County Registry of Deeds and situated on the northerly line of land described in a deed to Robert Tegeder in Book 3050, Page 258 at said Knox County Registry of Deeds;

Thence North 02° 34' 07" West a distance of four hundred six and twenty-eight hundredths (406.28) feet to a 3/4 capped steel rod set;

Thence North 51° 32' 36" West a distance of three hundred ninety two and forty-five hundredths (392.45) feet to a 3/4" capped steel rod set;

Thence South 37° 42' 51" West a distance of two hundred sixty and fifty-four hundredths (260.54) feet to a 3/4 capped steel rod set at the base of a 4 foot high stone wall;

Thence North 52° 23' 18" West a distance of one hundred eighty three and fifty-eight (183.58) feet to a 3/4 capped steel rod set.

3. **Conveyance.**

(a) The Town of Appleton hereby grants and releases to Viking, Inc., its successors and assigns, in fee simple and absolute, all land lying northerly and easterly of the above-described common boundary line, to have and to hold with all appurtenances thereto.

(b) Viking, Inc. hereby grants and releases to the Town of Appleton, its successors and assigns, in fee simple and absolute, all land lying southerly and westerly of the above-described common boundary line, to have and to hold with all appurtenances thereto.

In Witness Whereof, the **Town of Appleton** has caused this boundary agreement to be signed and sealed in its name by its Selectmen, duly authorized on this _____ day of June, 2016.

**Signed, sealed and delivered
in the presence of**

Town of Appleton

Witness

Select Board Member

Print Name

Witness

Select Board Member

Print Name

Witness

Select Board Member

Print Name

Witness

Select Board Member

Print Name

Witness

Select Board Member

Print Name

STATE OF MAINE
COUNTY OF KNOX, ss.

June ____, 2016

Then personally appeared before me the above-named persons, being all of the **Select Board Members of the Town of Appleton**, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of the Town of Appleton.

Before me,

Notary Public

Printed Name

My commission expires: _____

In Witness Whereof, Viking, Inc. has caused this boundary agreement to be signed and sealed in its corporate name by David Flanagan, its President duly authorized, on this ____ day of June, 2016

**Signed, sealed and delivered
in the presence of**

Viking, Inc

Witness

David Flanagan, Its President

STATE OF MAINE
COUNTY OF KNOX, ss.

June ____, 2016

Then personally appeared before me the above-named **David C. Flanagan, President of Viking, Inc.**, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Viking, Inc.

Before me,

Notary Public

Printed Name

My commission expires: _____